



REQUEST FOR QUOTATION (RFQ)
RFQ Number: EV08-0043
CALENDARS,
TUCSON AND SOMERTON AREAS
Quotations Shall be Due: OCTOBER 19, 2007
at 3:00 PM MST

**Arizona Department of
Environmental Quality**
Contracts and Procurement
1110 West Washington Street
Phoenix, AZ 85007-2935
Phone: (602) 771-7672
Fax (602) 771-4439

SUPPLIER NOTICE-THIS IS NOT A PURCHASE ORDER
In Accordance with ARS §41-2535, This Procurement is Restricted to Small Business

Successful contractor shall attend two mandatory meetings at ADEQ's Southern Regional Office (SRO); 400 W. Congress, Suite 433, Tucson, AZ 85701 upon award of this contract and at proof stage. Contractor shall bring Pantone color wheels to initial meeting.

In accordance with ARS §41-2535, AAC R2-7-D302, quotations for the materials or services specified will be received by the Arizona Department of Environmental Quality, at the time and date cited above. The Uniform Terms and Conditions (Rev 7.0), Uniform Instructions to Offerors (Rev 7.1) are incorporated by reference, specifications and terms and conditions of this form should be reviewed and understood before preparing a quotation.

The quotation shall be the best net price, FOB Destination, to include all delivery charges, but exclude applicable taxes. Discount for early payment shall be indicated in the spaces provided below. Offers should be faxed to (602) 771-4439.

Offers may be mailed or delivered to the address cited above. Offers must be in the actual possession of the Arizona Department of Environmental Quality on or prior to the time and date cited above, and at the location indicated below. **Late offers will not be considered.** Offerors being mailed or delivered shall submit their Offer in a sealed envelope or package with the Solicitation number and the offeror's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Any additional instructions for preparing an offer are included in this solicitation.

THIS SECTION MUST BE COMPLETED BY SUPPLIER

SMALL BUSINESS AND MINORITY/WOMAN OWNED ENTERPRISE CERTIFICATION

A "small business" is one that, including its affiliates, is independently owned and operated, is not dominant in the type of business it conducts, and which employs fewer than 100 full time employees or which has gross receipts of less than \$4 million in its last fiscal year.

Small Business Certification: Contractor is _____ / is not _____ a small business (see above definition).

Minority/Woman Owned Enterprise Certification (MBE/WBE): Contractor is _____ / is not _____ a Minority Business Enterprise and is _____ / is not _____ a Woman-owned Business.

The price (s) quoted herein can be discounted by: _____ %, if payment is made within _____ days

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City

State

Zip Code

Title

Phone

Fax

SCOPE OF WORK
EV08-0043

1. There are **two different calendars** printed for Tucson, Arizona and Somerton, Arizona. Both calendars are based on scanned student drawings and scanned photographs.
 - 1.1 Layouts are identical in both calendars but graphic elements and texts are completely different. Layout is provided in InDesign CS3 on a Windows XP platform. If desired, a draft mock-up of each of the calendars may be obtained by calling Jose M. Rodriguez at (520) 628-6952 or (800) 271-9302.
 - 1.2 Final text and some details on the graphics may change from the draft mock-up, however, no substantial changes are anticipated.
3. Quantity: Offerors shall develop a quote for a total quantity of 30,000 calendars per year. 15,000 Tucson calendars and 15,000 Somerton calendars shall be delivered to locations specified in Section 8: Delivery.
2. Specifications:
 - 2.1 Eighty pound gloss book (number 2 gloss).
 - 2.2 White 80 pound text, **not** chlorine-bleached. Minimum 10 percent post-consumer recycled paper content.
 - 2.2.1 Contractor must supply a mill certification from paper manufacturer confirming recycled content.
 - 2.3 Target brightness of 85 to 90.
 - 2.4 Opacity of 94.
 - 2.5 4-color bleed using **soy-based or vegetable-based inks**.
 - 2.6 Final paper size for each sheet before binding shall be 12.5"wide X 19"long. Final, folded, bound calendar size shall be 12.5"wide X 9.5"long. Hole punched center bottom with 1/8" diameter hole.
 - 2.7 Macy bind a total of **seven** double-sided sheets.
4. ADEQ Will Provide the Following on CD-ROM Disks to Contractor:
 - 4.1 Final InDesign CS3 files.
 - 4.2 JPG files for each scanned and created image for each sheet of calendar.
 - 4.3 Original artwork and photographs.
5. Provide Limited Graphics Support: The JPG files for these images may need to be improved or drawings may need to be re-scanned. Improvements may include: clean up and remove undesirable features on scanned drawings, scanned photographs and blurry logos. Some student artwork may require limited electronic re-touching to produce a clearer image.
6. Make additional corrections identified through the proofing process.
7. One CD-ROM containing the final layout files and JPG files for both Tucson and Somerton calendars to be mailed to ADEQ, SRO ATTN: Jose M. Rodriguez within 10 business days after delivery of calendars.
8. Delivery: All calendar deliveries shall require inside delivery to the recipient **before 5:00 pm on Wednesday, November 19, 2007**.
 - 8.1 Calendars shall be shrink-wrapped in bundles of 25; 6 bundles per box.
 - 8.2 Boxes are to be placed where recipient specifies at each location. Contractor shall contact each recipient to coordinate delivery time and placement of boxes.

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- 8.2.1 Recipient for the Tucson calendars is Jose Rodriguez, ADEQ SRO office located at the following address listed below:

Arizona Department of Environmental Quality
Southern Regional Office
400 West Congress, Ste 433
Tucson, AZ 85701
Contact: Jose M. Rodriguez
Phone: (520) 628-6952

- 8.2.2 Recipient for the Somerton calendars is Claudia Ulloa, Regional Center for Border Health located at the following address listed below:

Regional Center for Border Health
214 W. Main Street
Somerton, AZ, 85350
Contact: Claudia Ulloa
Phone: (928) 627-9222

SPECIAL TERMS AND CONDITIONS
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1. Contract Type: Firm fixed price.
2. Evaluation Criteria: The contract shall be awarded to the lowest responsible and responsive Offeror whose offer conforms in all material respects to the requirements and criteria set forth in the Request for Quotation. Offers shall be evaluated and contract awarded on an "All or None" basis.
3. Offer Acceptance Period: Any Offeror submitting an offer under this Solicitation shall hold its offer open for a period of sixty (60) days after the solicitation due date.
4. Contract Renewal: The contract shall not bind nor purport to bind, ADEQ of any contractual commitment in excess of the original contract period. ADEQ may, by mutual written Contract Amendment, extend any resultant Contract up to twelve (12) months increments for a maximum of four years (48 months). The Contract term shall not exceed a total of five years or \$50,000 whichever comes first.
5. Amount of Contract: Total amount of this contract shall not exceed **\$50,000**.
6. Bid Rejection: The State reserves the right to reject any, or all, bids, combinations of items, or lot, and to waive defects or informalities.
7. Ersures: Erasures, interlineations or other modifications must be initialed by the individual signing the Request for Quotation.
8. Exceptions: Exceptions submitted with an Offeror's proposal shall be considered null, void and without force and shall not be considered.
9. Terms and Conditions: All terms and conditions of RFQ are included. An Offeror's preprinted or standard terms will not be considered by ADEQ as a part of any resulting contract.
10. Changes: ADEQ reserves the right to add or delete materials and make other changes within the general specifications as may be deemed necessary to best serve the interests of the state. In the event that additional services are needed, they shall be documented by formal amendment to the contract.
11. Non-Exclusive Contract: ADEQ has the right to procure the services listed herein from contractors other than those awarded pursuant to this RFQ when necessary to meet the requirements of ADEQ.
12. Performance: Although there is no guarantee of the amount of work to be performed, ADEQ expects the selected contractor to be available immediately after award.
13. Payment: The State will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any bid that requires payment in less than thirty (30) calendar days shall not be considered.
14. Payment Discount: Payment discount periods will be computed from the date of receipt of materials or services or correct invoice, whichever is later, to the date State's warrant is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the bid price in determining the low bid. However, the State shall be entitled to take advantage of any payment discount offered by the Vendor, provided payment is made within the discount period.
15. Pricing: Pricing shall be submitted on an all inclusive basis and shall contain labor rates, labor benefits, payroll burden, insurance, Workman's compensation, fee, all taxes, profit, overhead and all other related cost factors to included delivery. All prices must be shown on Attachment I Price Sheet, which shall be completed and returned with the offer. ADEQ will not reimburse any item other than the all inclusive price(s) contained in Attachment I Price Sheet.

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16. Billing: All billing notices to ADEQ shall identify the specific services being billed. Billing notices shall reference the Purchase Order number and contract number EV08-0043. Contractor shall submit all invoices to:

Jose M. Rodriguez
Arizona Department of Environmental Quality
Southern Regional Office
400 West Congress, Ste 433
Tucson, AZ 85701
Phone: (520) 628-6952

ADEQ shall process the approved claim for prompt payment in accordance with the standard operating procedures of the State of Arizona. The format for bills submitted to ADEQ shall be approved by ADEQ. Applicable taxes, if any, shall be listed separately.

17. Taxes: The State of Arizona is exempt from Federal Excise Tax, including Federal Transportation Tax. Sales Tax, if any, should be indicated as a separate item.

The amount of any applicable transaction privilege or use tax of a political subdivision of the State is not a factor in evaluating the overall cost of an Offer.

18. Cancellation for Conflict of Interest: Pursuant to A.R.S. §38-511, the state of Arizona, its political subdivision or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state of Arizona, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the state of Arizona, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee of or a consultant to any party to this contract with respect to the subject matter of the contract. A cancellation made pursuant to this provision shall be effective when the contractor, and any successor to the contractor, receives written notice of the cancellation unless the notice specifies a later time.
19. Non-Discrimination: The Contractor shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.
20. Audit of Records: Pursuant to A.R.S. § 35-214 and 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.
21. Non-Availability of Funds: Every payment obligation of the State under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
22. Applicable Law: This contract shall be governed and interpreted by the laws of the state of Arizona.
23. Arbitration: The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.
24. Offshore Performance of Work Prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This

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provision applies to work performed by subcontractors at all tiers.

25. Federal Immigration and Nationality Act: By entering into the contract, the contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the procurement officer upon request. These warranties shall remain in effect through the term of the contract. The contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the contract. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any contractor or subcontractor performing work under the contract. Should the State suspect or find that the contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

26. Inclusive Offeror: Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontracts for a percentage of the work. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.
27. Disadvantage Business Requirements: The U.S. Environmental Protection Agency mandates Contracts funded by federal money include requirements relating to Minority Business Enterprises (MBE), Women owned Business Enterprises (WBE) and Small Business Concerns (SBE). The requirements are listed in Exhibit A of this RFQ and the Contractor shall comply with these terms after Contract award. The ethnic and gender composition of an Offeror's firm, as well as that of any proposed Subcontractors(s), shall not be considered in the evaluation process.
28. Subcontractor: Contractor shall submit any proposed subcontracts not originally identified in Contractor's proposal, or any substitution of subcontracts to ADEQ for its approval prior to Contractor entering into same. Upon termination of any subcontract, ADEQ shall be notified within one business day.

Each subcontract to which ADEQ has consented shall contain a provision that further assignments shall not be made to any third or subsequent tier subcontractor without additional written consent of the ADEQ.

29. Purchase Card Program: The State of Arizona has implemented a purchasing card program. Participating contractors may receive payments from State Agencies via the purchasing card program in the same manner as other credit card type purchase. Contractor(s) should consult with their servicing bank to discuss this program and all applicable fees.
30. Indemnification Clause: Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

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29. **Insurance Requirements:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.***

- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.***

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

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1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **(State of Arizona Department Representative's Name & Address)** and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **ADEQ, Contracts and Procurement, Attn Miranda Riojas, 1110 W. Washington St, Phoenix, AZ 85007**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

SPECIAL INSTRUCTIONS TO OFFERORS
EV08-0043

1. Submission: Offerors shall complete pages 1 and 10 in response to this RFQ. Page 1 must be signed.
2. Solicitation Amendment: Receipt of an amendment must be acknowledged by signing and returning the document, with an original signature, to the Department, when submitting an offer or prior to the RFQ due date and time.
3. Subcontractors: Offerors who intend to subcontract any portion of the contract must identify the proposed subcontractor in their offer.
4. Offshore Performance of Work Prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or “overhead” services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.
5. Federal Immigration and Nationality Act: By signing the Offer, the Offeror warrants that it and all proposed subcontractors are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Offeror shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish the statements to the Procurement Officer upon request.
6. Questions: All questions regarding this RFQ, including specifications, bid process, evaluation, etc., shall be directed to Miranda Riojas at (602) 771-7672.

PRICE SHEET
EV08-0043

Offeror proposes to furnish all commodities/services as stated in the Scope of Work and in strict conformity with the RFQ for the following ALL INCLUSIVE price(s). Cost should be provided for each quantity identified. Offeror shall meet the delivery date of November 19, 2007.

Company Name: _____

Item	Description	Quantity	Lot	Price
1	Tucson Calendars (Shrink-wrapped, bundles of 25); 6 bundles per box	15,000		\$
2	Somerton Calendars (Shrink-wrapped, bundles of 25); 6 bundles per box,	15,000		\$
3	Tax _____%			\$
4	Total Price			\$

EXHIBIT A
EV08-0043



STATE OF ARIZONA
Department of Environmental Quality
EV08-0043

**Arizona Department of
Environmental Quality**

1110 West Washington Street
Phoenix, AZ 85007-2935
Phone No.: (602) 771-4774

DISADVANTAGED BUSINESS REQUIREMENTS

It is United States Environmental Protection Agency (EPA) policy that recipients of EPA financial assistance award a fair share of contracts/procurements to Minority Business Enterprises (MBE), Women owned Business Enterprises (WBE) and Small Business Concerns (SBE). Because each is a separate entity, the objective is to assure that each of these three business entities is given the opportunity to participate in the procurement process.

Fair Share Goals:

The United States Environmental Protection Agency, after negotiation with the State of Arizona, has established the Fair Share Goals given below for the percentage of federal monies to be spent in procurements from MBEs and WBEs. No Fair Share Goals have been established for SBEs.

	Construction	Equipment	Services	Supplies
MBE	8%	9%	14%	11%
WBE	10%	12%	19%	15%

Six Affirmative Steps:

If Contractors propose to use subcontractors to perform work under the Contract, Contractors are required to use the Six Affirmative Steps listed below in recruiting subcontractors.

Include qualified SBEs, MBEs, and WBEs on solicitation lists;

- b. Assure that SBEs, MBEs, and WBEs are solicited whenever they are potential sources;
- d. Divide total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of SBEs, MBEs, and WBEs;
- f. Establish delivery schedules, where the requirements of the work permit, which will encourage participation by SBEs, MBEs, and WBEs;
- h. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency, U.S. Department of Commerce, as appropriate; and
- j. Require subcontractors to take the affirmative steps in paragraphs (1) through (5).

EPA's experience is that prime contractors have been and should be able to meet fair share objectives through effective race/gender neutral outreach and recruitment of MBEs, and EPA's primary emphasis will continue to be to expand MBE/WBE participation primarily through race/gender neutral methods such as the Six Affirmative Steps.

ADEQ or EPA may require contractors that do not meet applicable Fair Share Goals in their subcontract procurements to document efforts made to implement the Six Affirmative Steps.

The Minority Business Development Agency (MBDA) and the Small Business Administration (SBA) both have Internet websites that provide lists of MBE/WBE/SBE businesses and/or methods of contacting these vendors.

MBDA Website: <http://www.mbda.gov> - SBA Pro-Net Website: <http://pro-net.sba.gov>

MBDA and SBA can be also be contacted at their offices in the Phoenix area or at any of their other locations throughout the United States.

Greater Phoenix MBDC
255 East Osborn Road, Suite No. 202
Phoenix, AZ 85012
Phone: (602) 248-0007
Fax: (602) 279-8900

Small Business Administration
2828 North Central Avenue
Phoenix, AZ 85004-1093
Phone: (602) 745-7200
Fax: (602) 745-7210

Reporting:

Contractors must complete the MBE/WBE/SBE Utilization Report form for each Federal fiscal year (October to September) for the duration of the Contract. The report is due October 15 of each year or 30 days after the end of the Contract term, whichever is sooner.

Additional Requirements:

Contractors shall include the Fair Share Goals above in their bid documents for subcontracts. Contractor shall not use any race or gender conscious methods of recruiting MBEs or WBEs.

Definitions:

Construction means: construction, alteration, repair (including dredging, excavating and painting) of buildings, structures or other real property. For purposes of the definition, the terms "buildings, structures or other real property" include but are not limited to improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, cemeteries, pumping stations, railways, airport facilities, terminals, docks, piers, wharves, ways lighthouses, buoys, jetties, breakwaters, levees, canals and channels. Construction does not include the manufacture, production, furnishing, construction, alteration, repair, processing or assembling of vessels, aircraft or other kinds of personal property. See FAR Part 36.

Equipment means: tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit" See 40 CFR 31.3.

Minority owned Business Enterprise (MBE) means a business concern that is (1) at least 51 percent owned by one or more minority individuals, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more of the minority owners. (con't on page 3)

There is no standard definition of minority individuals used by all Federal financial assistance regimes. However, recipients shall presume that minority individuals include Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, or other groups whose members are found to be disadvantaged by the Small Business Act or by the Secretary of Commerce under Section 5 of Executive Order 11625. More information can be found in EPA's "Guidance for Utilization of Small, Minority and Women's business Enterprises in Procurement under Assistance Agreements," which may be found on the Internet at:

<http://www.epa.gov/osdbu> or you may contact ADEQ for information on obtaining it. When reporting on MBE participation, contractors may rely on the MBE certification of a firm by any government entity or a firm's certification of itself as MBE.

EXHIBIT A
EV08-0043



STATE OF ARIZONA
Department of Environmental Quality
EV08-0043

**Arizona Department of
Environmental Quality**

1110 West Washington Street
Phoenix, AZ 85007-2935
Phone No.: (602) 771-4779

MBE/WBE/SBE UTILIZATION REPORT – PART I

1A. FEDERAL FISCAL YEAR:

2. STATE CONTRACTING AGENCY
(Department/Agency, Bureau/Administering Office,
Address)

Arizona Department of Environmental Quality
Contracts and Procurement
1110 West Washington Street
Phoenix, AZ 85007-2935

3. REPORTING RECIPIENT
(Name and address)

2A. REPORTING CONTACT PHONE NO.
Steve Castillo (602) 771-4779

3A. REPORTING CONTACT PHONE NO.

4A. CONTRACT/GRANT IDENTIFICATION NUMBER

4B. TYPE OF STATE AGREEMENT

☐ CONTRACT ☐ GRANT ☐ OTHER FEDERAL ASSISTANCE PROGRAM

5A. PERIOD WHEN PROCUREMENT UNDER THIS AWARD OCCURRED

START DATE: _____ FINISH DATE: _____

5B. AMOUNT OF TOTAL PROJECT DOLLARS
PLANNED TO BE USED THIS FISCAL YEAR
\$ _____

5C. RECIPIENT'S MBE/WBE/GOALS
(Percent of total procurement dollars (5B) for each)
MBE _____ % SBE _____ %
SBE _____ %

5D. MBE/WBE/SBE PROCUREMENT ACCOMPLISHED THIS QUARTER

MBE \$ _____ WBE \$ _____ SBE \$ _____

5F. TOTAL PROCUREMENT THIS QUARTER: \$ _____

6. COMMENTS:

7. NAME OF AUTHORIZED REPRESENTATIVE:

TITLE:

8.

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

DATE:

**EXHIBIT A
EV08-0043**



STATE OF ARIZONA
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 1110 West Washington Street
 Phoenix, AZ 85007-2935
 Phone No.: (602) 771-4774

MBE/WBE/SBE UTILIZATION REPORT – PART 2

Procurement Made By		Business Enterprises			\$ Value	Date of Award MM/DD/YY	Type of Product Or Service (Enter Code)	Name/Address of MBE/WBE/SBE	
RECIPIENT	OTHER	MBE	WBE	SBE					
1. =	Agriculture				5. =	Transportation		9. =	Services
2. =	Mining				6. =	Wholesale trade		A. =	Business Service
3. =	Construction				7. =	Retail Trade		B. =	Professional Service
4. =	Manufacturing				8. =	Finance, Insurance, Real Estate		C. =	Repair Service
								D. =	Personal Service